

**COMMONWEALTH OF MASSACHUSETTS
TRIAL COURT
PROBATE AND FAMILY COURT DEPARTMENT**

MIDDLESEX COUNTY, SS.

DOCKET: 25P5630

IN RE: Camp Menotomy Trust

**PETITIONER'S MEMORANDUM IN SUPPORT OF
THE SALE OF PROPERTY HELD BY THE CAMP MENOTOMY TRUST**

In support of the General Trust Petition seeking approval of the sale of property held by the Camp Menotomy Trust, Thomas Smurzynski, Janine Hart-Hueber, Ruth Schmidt, William Creelman and Sarah Bixler, as the current trustees (the "Trustees") of the Camp Menotomy Trust under document dated December 6, 1961 (the "Trust") submit the following Memorandum. The Trust is administered in Middlesex County, Massachusetts and is governed by Massachusetts law. (See a copy of the Trust attached hereto as Exhibit A)

The Trustees of the Trust hold title to a camp located on the property at 386 Meredith Neck Road in Meredith, New Hampshire (the "Property") on the shores of Lake Winnepesaukee. The Petitioners are seeking an Order/Decree from this Honorable Court declaring that the Petitioners may sell the Property to an unrelated third-party developer who seeks to build no more than ten homes on the Property while reserving 30% of the property for conservation purposes.

Per M.G.L. c. 203E, § 201(c), "A judicial proceeding involving a trust may relate to any matter involving the trust's administration, including a request for instructions and an action to declare rights."

Jurisdiction/Venue

Per M.G.L. c. 203E, §204, "(a) trust shall be subject to the jurisdiction of the probate and family court department of the trial court of the commonwealth in the county where its principal place of administration is located... the principal place of administration of an inter vivos trust shall be the trustee's usual place of business where the records pertaining to the trust are kept or at the trustee's residence if the trustee has no such place of business. In the case of co-trustees, the principal place of administration, if not otherwise designated in the trust instrument, shall be: ... the usual place of business or residence of the individual trustee who is a professional fiduciary if there is but 1 such person and no corporate co-trustee."

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The Trustees all reside in or near Middlesex County.¹ Accordingly, the Trust is subject to the jurisdiction of the Middlesex Probate and Family Court.

Relevant Background

1. The Arlington Girl Scouts, Inc. of Arlington, Massachusetts purchased the Property in 1939 (See Exhibit B) to operate a Girl Scout camp called Camp Menotomy.² The Property occupies ninety-five (95) acres on the shore of Lake Winnepesaukee.

2. On December 6, 1961, the incorporators of Arlington Girl Scouts, Inc. voted to "convey [the Property] to [the trustees under a declaration of trust setting forth the fact that said [trustees] shall hold and manage said property for the sole benefit of the Girl Scouts of Arlington. . . ." (See Exhibit C)

3. On December 6, 1961, the Arlington Girl Scouts, Inc. (the "Settlor") created the Trust and transferred the Property to the Trust with

"the intention of creating **a trust for the benefit of the Girl Scouts of said Arlington** or for the members for the time being of any successor organization, or if no such successor organization shall exist, then for the benefit of the girls of Arlington or any subdivision of the State of Massachusetts covering the same, or approximately the same geographic location as that presently comprising the Town of Arlington." Emphasis added. (See Tab B, *infra*.)

4. Accordingly, the purpose of the Trust is to benefit the Girl Scouts of Arlington (the "Beneficiary").

5. In 1966, the trustees of the Trust entered into a lease of the Property with Mistick Side Girl Scout Council, Inc. ("Mistick"). Mistick was the successor in interest to the Arlington Girl Scouts, Inc.³ and the trustees wished to memorialize the relationship (the "Lease"). (See Exhibit D)

6. Under the terms of the Lease, for a payment of \$1.00 per year, Mistick was granted exclusive use of the Property. Mistick would cover ongoing costs, i.e. real estate taxes, utilities, upkeep, etc., of the Property. The term of the lease was one hundred (100) years, but Mistick had the right, upon thirty (30) days' notice to the trustees of the Trust, to terminate the lease.

7. The Property has served as a Girl Scout camp since the Lease was signed in 1966, first by Mistick, then by its successor, Patriots Trail Girl Scout Council, and ultimately by a further successor, the Girl Scouts of Eastern Massachusetts, Inc.

¹ Four of the trustees reside in Arlington, Middlesex County, Massachusetts and one trustee resides in Newburyport, Essex County, Massachusetts. The trust records are maintained in Arlington, Middlesex County, Massachusetts.

² Additional acreage was purchased in 1943.

³ The trustees made this determination based on a tangentially related Court action. *Sleeper v. Camp Menotomy, Inc.*, 352 Mass. 47, 48 (1967). At issue in *Sleeper* was a \$10,000 charitable bequest made to the Arlington Girl Scouts of Arlington, Massachusetts. In that case, the Court held that the successor in interest to the Arlington Girl Scouts of Arlington, Massachusetts was Mistick and, thus, Mistick was entitled to the bequest.

8. On May 9, 2023, the Girl Scouts of Eastern Massachusetts, Inc. informed the Trustees that operating the camp was no longer economically feasible and therefore that it wished to terminate the Lease. They indicated that the camp was too rustic and no longer had appeal to modern girl scouts. In addition, the Girls Scouts of Eastern Massachusetts, Inc. operates six other girl scout camps in New England, including one in New Hampshire.

9. The Trust contains two provisions which would apply in the event the Girl Scouts no longer wished to operate the Property as a camp.

10. Paragraph 6 of the Trust provides:

“In the event that at some future time there shall be no Arlington Girl Scout organization, or an organization of like nature which shall desire to occupy the camp site as a camp for girls, then the trustees **for the time being in their sole discretion** may rent the facilities to any person or group of persons who may wish to utilize the site as a camping place, but shall retain all income from such rental not needed for maintenance of said camp as a fund for which the trustees may draw funds for campership grants to the Arlington Girl Scouts. . . .”
Emphasis added.

11. Paragraph 10 of the Trust additionally provides,

“In the event that the time comes when there shall be no organization known as the Arlington Girl Scouts, or the same organization under a different name, or any successor organization of like purposes in Arlington which shall desire to hire the camp grounds for camping purposes, and if no other organization can be found to utilize the site for camping purposes, then the trustees by unanimous consent may sell the property hereinabove conveyed, together with all personal property then in the hands of the trustees, for such price, upon such terms and to such person, persons or organization as may to them seem proper.”

12. The Trustees fully considered the possibility of finding another non-profit organization to rent and operate the camp. They retained two professionals to opine on the feasibility of finding an organization to rent the camp at a reasonable rent. Both professionals indicated that the poor condition of the camp and the need for substantial capital investment would be a barrier to such a rental.

13. Mr. Jeremy Martin of the Lakes Region Design Group, LLC noted that “the camp improvements suffer from functional obsolescence and physical deterioration”. He estimated that the cost to design, engineer, permit and construct camp improvements that are competitive with area camps would be \$8,535,000. (See Exhibit E)

14. Wesley G. Reeks, a qualified real estate appraiser, conducted a rental feasibility study. As part of his analysis, Mr. Reeks analyzed six recent arms-length sales of New Hampshire camps. Mr. Reeks noted that “none are ‘scout’ camps like the [Camp] where campers sleep in tents and where there are few support buildings. All six have cabins for campers as well as superior dining halls, recreation buildings/structures, other support buildings, plumbing/shore facilities etc.” (See Exhibit F)

15. The Trustees also retained a local real estate agent regarding the potential sale of the Property. Offers ranging from \$18,000,000 to \$25,000,000 were received. The Trustees realized that the sale of the Property for fair market value would result in approximately \$800,000 of annual income to the Beneficiary factoring in conservative investments of the sale proceeds and a modest four to five percent return. This substantial income would allow the Girl Scouts of Arlington to attend one of the other various Girl Scout camps at no cost with money to spare for other projects to benefit the Beneficiary.

16. The Trustees, in consultation with the Girl Scouts of Eastern Massachusetts, agreed that it would not be feasible to lease the Property to another camp operator without significant detriment to the Beneficiary, the girl scouts of Arlington, and therefore, decided to sell the Property.

17. Although the Trust contemplates the trustees of the Trust renting the Camp to a third party if the Girl Scouts no longer wish to operate it, the express purpose of the Trust is to benefit the Girl Scouts of Arlington.

18. Several offers had significant conditions for sale, such as conditional prices based upon approval of permits and resolution of potential zoning issues, etc. One offer, however, had no significant conditions and also included a willingness to reserve approximately 30% of the total acreage as non-buildable acreage, which would include walking trails and be preserved generally in their nature state with plaques and memorials to the Camp (the "Private Offer"). Although the Trust did not include any conservation restrictions on a sale of the Property, the Trustees found the 30% conservation restrictions appealing.⁴

19. The Trustees accepted the Private Offer and signed a Purchase and Sale Agreement with Menotomy Development, LLC, 952718 ("Menotomy Development"), a third party unrelated to the Trust, on February 10, 2024, for \$18,000,000 (the "P&S").⁵ (See Exhibit G)

20. The P&S provided a sixty (60) day due diligence period, which has been extended multiple times, for the Trustees and Menotomy Development to determine whether the Trustees can convey marketable title and, specifically, whether the Trustees have "legal authority to convey [the Property] free of claims of third persons and compliance with the terms of its organizational guidelines and Massachusetts charitable trust law."

21. During this due diligence period, on February 13, 2025, Mr. Eric Carlson, the owner of Camp Quinebargh reached out to express interest in leasing the Property and utilizing it as a camp (See Exhibit H). He proposed a lease term of 100 years with a fixed annual rent of \$175,000 (the "Quinebargh Offer"). The Trust would remain liable for the property taxes of \$150,000. The offer was silent as to whom would be liable for other operating costs of the Property.

⁴ During this period, the Trustees also met with Don Berry, President of the Lakes Region Conservation Trust, which had been introduced to the Trustees as the one group that could possibly purchase the land for conservation purposes. When Mr. Berry was made aware that the Trustees had received tentative offers of \$18,000,000, he conceded that his group would be unable to raise a similar amount to purchase the Camp for fair market value.

⁵ On November 6, 2024, the Trustees provided an 8A Notice to the Non-Profit Organizations/Public Charities Division of the Massachusetts Office of the Attorney General ("8A Notice") of its intention to sell the Property.

22. To assist in evaluating the Quinebarge Offer, the Trustees obtained another appraisal from Stebbins Commercial Properties, Inc., which valued the fair market lease rate of the Property at "\$300,000 per year net of operating expenses." (See Exhibit I)

23. The Trustees concluded that the Quinebarge Offer would provide an annual benefit of the beneficiaries of the trust of less than \$10,000 which amount would continue to decline thereafter while imposing the ongoing liability associated with ownership of a rental property.

24. However, acting in good faith, in a letter dated April 29, 2025, the Trustees requested Mr. Carlson's highest and best offer which they indicated should include a significantly shorter lease term, fair market value rent, the identification of a proposed non-profit tenant, and a rent escalation provision. (See Exhibit J).

25. Mr. Carlson responded with a revised offer, identifying the lessor as a for-profit entity called Camp Abenaki Hills which would lease the Property under a triple net lease for annual rent of \$35,000 (with an inflation adjustment) and a term of 99 years. The offer also included a provision to provide a minimum of 30% scholarships to campers from the region (See Exhibit K). In the offer letter, the Carlsons indicated they would spend between \$3-5 million to improve the Property.

26. In consultation with the Girl Scouts of Eastern Massachusetts, the Trustees declined the revised Quinebarge offer. The Trustees noted that other than the addition of the scholarship program, the new offer was not markedly different than the initial offer. The proposed rent was still just a small fraction of fair rental value and would be locked in for a term of 99 years. The scholarship program was of no value to the Girl Scouts of Eastern Massachusetts because the organization already operates six other Girl Scout camps in New England (including one in New Hampshire). The Trustees rejected the offer by a letter dated June 26, 2025. (See Exhibit L).

27. Although the Trust contemplates renting the Camp to a party unrelated to the Girl Scouts of Arlington if the Girl Scouts no longer wish to operate the Camp, the express purpose of the Trust is to benefit the Girl Scouts of Arlington. The offer letter from Mr. Carlson implies their intention to transform the Camp into a year-round, premium camping facility with just under one mile of waterfrontage on Lake Winnepesaukee. Consistent with such a facility, camp tuition would be high. The Quinebarge lease would be an enormous, ever-increasing, financial boon to the Carlsons. The benefit to the Girl Scouts of Eastern Massachusetts, Inc., the beneficiary of the Trust, would be *de minimis*.

28. It was well known in the community that inquiries were being made by the local realtor regarding lease and sale options for the Property prior to signing of the P&S. After the P&S was signed, there have been multiple local newspaper articles regarding the sale, which included the sale terms and the terms of the Trust. During the negotiations with Mr. Carlson, the trustees learned that the leadership of five different camp associations in the northeast were directly contacted and informed of the pending sale and the terms of the Trust. As of this time, no other camps have reached out to the trustees with interest in leasing or purchasing the Property.

29. The Trustees' due diligence spanned many months, and included review of multiple offers, discussions of options with local real estate professionals and with an organization that

runs six similar camps in the New England area, i.e. the Girl Scouts of Eastern Massachusetts, Inc. Ultimately, the property was placed on the open market, at which time, the Trustees relied on their realtor's expertise and accepted the best overall offer for Beneficiary. The Trustees would like to sell the property pursuant to Paragraph 10 of the Trust. After receiving the sales proceeds, the Trustees will determine how to best administer the trust investments and ensuing income for the benefit of the Girl Scouts of Arlington, Massachusetts.

WHEREFORE, the Petitioner prays that this Court authorizes the sale of the Property and confirms that such sale fulfills the Trustees' fiduciary duty to the Beneficiary.

Respectfully submitted,

Camp Menotomy Trust

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